

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

In re: Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, and trade):

Mark Herman Olley

Debtor 1

Annette Louis Olley

Debtor 2

Mark Herman Olley

Annette Louis Olley

Movant(s)

v.

Caliber Home Loans, Inc.

Respondent(s)

Charles J. DeHart, III, Esquire

Standing Chapter 13 Trustee

Additional Respondent

Chapter 13

Case No. 1:17-BK-00752-HwV

Matter: Motion for Expedited Hearing

DEBTOR(S)' MOTION FOR EXPEDITED HEARING

AND NOW, come the Debtor(s), Mark Herman Olley and Annette Louis Olley, through their attorney, Paul D. Murphy-Ahles, Esquire and DETHLEFS PYKOSH & MURPHY, who files the within Debtor(s)' Motion for Expedited Hearing for Debtor(s)' Motion for Sale of Property Free and Clear of Liens and aver as follows:

1. The Movant(s) are Mark Herman Olley and Annette Louis Olley, the Debtor(s) who filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code on February 27, 2017.
2. Debtor(s)' have filed a Motion for Sale of Property Free and Clear of Leans (hereinafter "Motion for Sale"). A copy of the Motion for Sale is attached hereto as Exhibit "A".
3. The Motion for Sale is to grant permission to move forward with sale transaction on the Debtor(s)' Real Property located at 1037 Freedom Court, Quakertown, Bucks County, Pennsylvania.
4. The projected settlement date for the sale is March 31, 2021.
5. Movant(s) request that a hearing be scheduled for March 30, 2021 Miscellaneous Court hearing date in Harrisburg, if a hearing is necessary.

WHEREFORE, Debtor(s) respectfully request this Honorable Court enter an Order scheduling an expedited hearing for March 30, 2021 for the Motion for Sale as noted herein.

Respectfully submitted,
DETHLEFS PYKOSH & MURPHY

Date: March 5, 2021

/s/ Paul D. Murphy-Ahles

Paul D. Murphy-Ahles, Esquire
PA ID No. 201207
2132 Market Street
Camp Hill, PA 17011
(717) 975-9446
pmurphy@dplglaw.com
Attorney for Debtor(s)

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Case No. 1:17-BK-00752-HWV

Matter: Motion for Sale of Property Free and Clear of Liens

**DEBTOR(S)' MOTION FOR SALE OF PROPERTY
FREE AND CLEAR OF LIENS**

AND NOW, come the Debtor(s), Mark Herman Olley and Annette Louis Olley, through their attorney, Paul D. Murphy-Ahles, Esquire and DETHLEFS PYKOSH & MURPHY, who files the within Debtor(s)' Motion for Sale of Property Free and Clear of Liens and aver as follows:

1. The Movant(s) are Mark Herman Olley and Annette Louis Olley, the Debtor(s) who filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code on February 27, 2017.
2. The first Respondent to the within Motion is Wells Fargo Bank, NA, One Home Campus, MAC X2303-033, Des Moines, Iowa 50328 (hereinafter referred to as "Wells Fargo"). Wells Fargo is represented by Manley Deas Kochalski, LLC in this matter.
3. The second Respondent to the within Motion is the Standing Chapter 13 Trustee, Charles J. DeHart, III, Esquire, 8125 Adams Drive, Suite A, Hummelstown, Pennsylvania 17036.
4. The issues and matters set forth in this Motion constitute a core proceeding under 28 U.S.C. §157(b)(2).
5. Jurisdiction in the Bankruptcy Court is appropriate pursuant to 28 U.S.C. §1334. Venue is appropriate in the United States Bankruptcy Court for the Middle District of Pennsylvania pursuant to 28 U.S.C. §1409.
6. Debtor(s) are a fee simple owner/joint tenant with right of survivorship of a parcel of residential real estate located at 1037 Freedom Court, Quakertown, Bucks County, Pennsylvania (hereinafter referred to as "Property").

7. On or about February 8, 2021, Movant(s) listed the Property with for a short sale with Melissa Healy, a licensed agent with Keller Williams Real Estate.
8. The house was marketed for two days with a list price of \$325,000.00.
9. On or about February 10, 2021, Movant(s) received an offer from Elana C. Benitez and James Vernon to purchase the property for three hundred twenty-five thousand (\$335,000.00) dollars.
10. Movant(s) believe and therefore avers that this is the maximum amount they will be able to receive for the Property.
11. On or about February 13, 2021, Buyer and Movant(s) entered into a Standard Agreement for the Sale of Real Estate (hereinafter referred to as "Agreement"). A copy of the fully executed Agreement is attached and incorporated hereto as "Exhibit A".
12. The terms of the sale are as follows:
 - a. The purchase price of the Property is \$335,000.00;
 - b. The real estate agents' commissions to be withheld from the net proceeds check are not greater than \$18,425.00 (5.50% of the contract sale price);
 - c. Debtor(s) are to net approximately \$117,000.00 from the sale; and
 - d. Debtor(s) cash contribution at closing is \$0.00.
13. The funds will be distributed from the proceeds of the sale of real estate as follows:
 - a. Caliber Home Loans, Inc. shall be paid pursuant to a payoff that will be obtained prior to closing, in full satisfaction of their lien, and shall remain on the Real Property, until the closing proceeds are received and applied;
 - b. Realtor's commission of three (2.25%) percent shall be paid to Redfin Corporation for representation of Buyer and Realtor's commission of three (2.25%) percent shall be paid to Keller Williams Real Estate for representation of Movant(s);
 - c. All closing costs, including any real estate transfer taxes which the responsibility of the Debtor(s) is, pursuant to the terms of the Sale Agreement;
 - d. Past due real estate taxes and homeowner's association fees, if any, and present real estate taxes and homeowner's fees, if any, pro-rated to the date of settlement;
 - e. Any additional municipal claims, including past due sewer, water, or refuse charges, if any, and any present municipal claims pro-rated to the date of settlement;

- f. The full amount of Debtor(s)' exempt proceeds shall be paid to the them;
- g. All Non-exempt proceeds necessary to pay all timely filed and allowed unsecured proof of claims shall be paid to the Standing Chapter 13 Trustee. The amount necessary shall be determined by the Trustee prior to the closing.
- h. Attorney's fees in the amount of \$750.00 shall be paid to DETHLEFS PYKOSH & MURPHY for representation of Movant(s) for services in connection with this transaction within the Chapter 13 case; and
- i. All left over proceeds after all timely filed and allowed unsecured proof of claims are paid in full shall be distributed to Debtor(s).

A copy of the Estimated Settlement Statement is attached and incorporated hereto as Exhibit "B".

- 14. Those administrative expenses to first be paid shall include, but not be limited to, a realtor's commission of five and one-half (5.50%) percent pursuant to 11 U.S.C §326 , all unpaid and outstanding real estate taxes, sewer and refuse charges, as well as any other municipal services which, if unpaid, would constitute a lien upon the Property, and all other miscellaneous charges, notary charges, filing fees, etc., which would be necessary to pass good and marketable title to comply with the requirements of the Agreement entered into for the sale of Movant(s)' real estate.
- 15. Buyer is not related to Movant(s) by blood or marriage.
- 16. Based upon all the foregoing, Movant(s) request that this Honorable Court make a specific finding that Buyer is a "good faith" buyer as the phrase is used in 11 U.S.C. §363(m), and that the provisions of 11 U.S.C. §363 (m) shall apply.
- 17. Based upon all the foregoing, Movant(s) request that the proposed sale be approved to be free and clear of all liens and encumbrances with otherwise attach to the Property being sold. After payment of administrative expenses, any liens and encumbrances and exemptions shall be paid from the sale proceeds in the order of their priority.

WHEREFORE, Debtor(s) respectfully request this Honorable Court enter an Order approving the sale upon the terms and conditions as noted herein.

Respectfully submitted,
DETHLEFS PYKOSH & MURPHY

Date: March 4, 2021

/s/ Paul D. Murphy-Ahles

Paul D. Murphy-Ahles, Esquire
PA ID No. 201207
2132 Market Street
Camp Hill, PA 17011
(717) 975-9446
pmurphy@dplglaw.com
Attorney for Debtor(s)

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ORDER OF COURT

UPON CONSIDERATION of Debtor(s) Motion for Expedited Hearing, after notice to all creditors and parties in interest, and finding good cause for granting Debtor(s)' Motion, IT IS HEREBY ORDERED that if a hearing is required, an expedited hearing will be scheduled by the Court for March 30, 2021.

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MIDDLE DISTRICT OF PENNSYLVANIA**

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Matter: Motion for Expedited Hearing

CERTIFICATE OF SERVICE

I hereby certify that on Friday, March 5, 2021, I served a true and correct copy of the **Debtor(s)' Motion for Expedited Hearing and proposed Order** in this proceeding via electronic means or USPS First Class Mail upon the recipients as listed in the Mailing Matrix.

/s/ Kathryn S. Greene

Kathryn S. Greene, RP®, Pa.C.P.

Paralegal for Paul D. Murphy-Ahles, Esquire

Label Matrix for local noticing
0314-1
Case 1:17-bk-00752-HWV
Middle District of Pennsylvania
Harrisburg
Fri Mar 5 13:10:38 EST 2021

Holy Spirit Hospital
c/o Geisinger Health System
PO Box 983034
Boston, MA 02298-3034

National Recovery Agency
2491 Paxton Street
Harrisburg, PA 17111-1036

Nationstar Mortgage LLC
Attn: Bankruptcy Dept.
PO Box 619094
Dallas, Texas 75261-9094

Mark Herman Olley
1037 Freedom Court
Quakertown, PA 18951-2788

PSECU
1500 Elmerton Avenue
Harrisburg, PA 17110-9211

Penn Diesel Service Company
337 North Fairville Avenue
Harrisburg, PA 17112-9771

RMA of Philadelphia, PC
2025 Technology Parkway, Suite 211
Mechanicsburg, PA 17050-9402

United States Trustee
228 Walnut Street, Suite 1190
Harrisburg, PA 17101-1722

Charles J DeHart, III (Trustee)
8125 Adams Drive, Suite A
Hummelstown, PA 17036-8625

Lane Bryant Retail
450 Winks Lane
Bensalem, PA 19020-5932

Nationstar Mortgage LLC
Robertson, Anschutz & Schneid P.L.
6409 Congress Ave.
Boca Raton, FL 33487-2853

(p) NATIONSTAR MORTGAGE LLC
PO BOX 619096
DALLAS TX 75261-9096

Orthopedic Institute of PA
3399 Trindle Road
Camp Hill, PA 17011-2286

PSECU
PO BOX 67013
HARRISBURG, PA 17106-7013

Pennsylvania Department of Revenue
Bankruptcy Division
P.O. Box 280946
Harrisburg, PA 17128-0946

Rosemont Pharmacy
Rosemont Square
1149 Lancaster Avenue #9
Bryn Mawr, PA 19010-2722

James Warmbrodt
701 Market Street, Suite 5000
Philadelphia, PA 19106-1541

Department of Education / NELNET
121 South 13th Street
Lincoln, NE 68501-1904

Paul Donald Murphy-Ahles
Dethlefs Pukosh & Murphy
2132 Market Street
Camp Hill, PA 17011-4706

Nationstar Mortgage LLC
6409 Congress Ave, Suite 100
Boca Raton, FL 33487-2853

Annette Louis Olley
1037 Freedom Court
Quakertown, PA 18951-2788

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Penn Credit Corporation
2800 Commerce Drive
Harrisburg, PA 17110-9307

Quantum Imaging and Therapeutic
PO Box 62165
Baltimore, MD 21264-2165

U.S. Department of Education C/O Nelnet
121 South 13th Street, Suite 201
Lincoln, NE 68508-1911

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Nationstar Mortgage, LLC
350 Highland Drive
Lewisville, TX 75067

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER	(d)PRA Receivables Management, LLC PO Box 41021 Norfolk, VA 23541-1021	End of Label Matrix	
		Mailable recipients	25
		Bypassed recipients	2
		Total	27

